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*Counsel for Plaintiffs, Trustees of the  
Operating Engineers Pension Trust, et al.*

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

TRUSTEES OF THE OPERATING ENGINEERS)	CASE NO. 2:11-cv-00549-LDG-PAL
PENSION TRUST, TRUSTEES OF THE )	
OPERATING ENGINEERS HEALTH AND )	
WELFARE FUND, TRUSTEES OF THE )	STIPULATION FOR DISMISSAL
OPERATING ENGINEERS VACATION- )	WITHOUT PREJUDICE AND
HOLIDAY FUND; and TRUSTEES OF THE )	ORDER THEREON
OPERATING ENGINEERS JOURNEYMAN )	
APPRENTICE TRAINING TRUST, )	
)	
Plaintiffs, )	
)	
vs. )	
)	
3B ENGINEERING, LLC, a Nevada limited )	
liability company, d/b/a 3B INSPECTIONS; et al. )	
)	
Defendants. )	
)	

IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, Trustees of the  
Operating Engineers Pension Trust, et al., and Defendants, 3B Engineering, LLC d/b/a 3B  
Inspections; 3B Services Inc., LLC d/b/a 3B Inspections, LLC; and Raymond Brannen,  
individually, by themselves and through their respective attorneys of record, and subject to the  
approval and Order of the Court, as follows:

1           1.     A full and final settlement of the above-entitled action has been entered into and  
2 agreed to by all parties. Therefore, the parties request that this action be dismissed without  
3 prejudice.

4           2.     The parties have executed a Settlement Agreement and Mutual Release setting  
5 forth the terms of their agreement. The terms and conditions of the Settlement Agreement and  
6 Mutual Release, and all documents referred to or attached thereto, are incorporated herein by this  
7 reference.

8           3.     The parties have agreed that this Court shall reserve and retain jurisdiction of this  
9 action and the parties to enforce the terms of the Settlement Agreement and Mutual Release  
10 executed by the parties herein.

11  
12 Dated: July 18, 2011

LAQUER, URBAN, CLIFFORD & HODGE LLP

13 By: Nathan R. Ring  
14 Nathan R. Ring, *Counsel for Plaintiffs*

15 Dated: July 17, 2011

MARTIN & ALLISON, LTD.

16 By: Noah G. Allison  
17 Noah G. Allison, *Counsel for Defendants*

18  
19 **ORDER**

20 IT IS HEREBY ORDERED that the above-entitled case be dismissed without prejudice.

21 The Court retains jurisdiction to enforce the terms of the settlement agreement of the parties.

22  
23 DATED: 20 July 2011

Lwn

24 Ronald K. George  
25 UNITED STATES DISTRICT JUDGE  
26  
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